



UNIVERSITY OF NAIROBI

**PROPOSED INTERGRATION OF ICT FACILITIES IN TEACHING AND LEARNING AT TAIFA HALL
MAIN CAMPUS**

TENDER NO. UON/T/30/2015/2016

DATE OF NOTICE: THURSDAY MAY 5, 2016

CLOSING DATE: THURSDAY MAY 19TH 2016 at 10.30am

All correspondents to:

PROCUREMENT MANAGER, UNIVERSITY OF NAIROBI,
P.O. BOX 300197 – 00100 GPO NAIROBI KENYA,
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Public Procurement and Disposal Asset Act 2015
(Public Procurement and Disposal Regulations 2006)

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INTRODUCTION

- 1.1 This Standard Tender Document has been prepared for use by public entities in Kenya
- 1.2 The following general directions should be observed when using the document.
 - (a) Specific details should be furnished in the Invitation to Tender and in the special conditions of contract. The final documents to be provided to the tenderers should not have blank spaces or give options
 - (b) The Instructions to Tenderers and the general conditions of contract should remain unchanged. Any necessary amendments to these parts should be made through the special conditions of contract and the appendix to instructions to tenderers.
- 1.3
 - (a) Information contained in the Invitation to Tender shall conform to the data and information in the tender documents to enable potential tenderers to decide whether or not to participate and shall indicate any important tender requirements.
 - (b) The Invitation to tender shall be issued as an advertisement in accordance with the regulations or a letter of invitation addressed to tenderers who have expressed interest following the invitation for expression of interest for which the invitation is issued.

SECTION I – INVITATION TO TENDER

TENDER REF NO: UON/T/30/2015/2016

TENDER NAME : TENDER FOR INTERGRATION OF ICT FACILITIES IN TEACHING AND LEARNING AT TAIFA HALL, MAIN CAMPUS

The University of Nairobi invites sealed tenders from eligible candidates for the tender for the **TENDER FOR INTERGRATION OF ICT FACILITIES IN TEACHING AND LEARNING AT TAIFA HALL, MAIN CAMPUS**

1. Interested eligible candidates may obtain further information from and inspect the tender documents at the **Procurement Manager’s Office Room A104, Administration Block 1st Floor Main Campus** during normal working hours.
2. Prices quoted should be net inclusive of all taxes and delivery costs, must be expressed in Kenya shillings and shall remain valid 120 days from the date of tender opening.
3. Tenders should be accompanied by bid bonds as stated above in the form of banker’s cheque or letters of guarantee from banks or approved insurance companies.
4. **MADATORY REQUIREMENTS**
Bidders MUST provide the following information and provide copies of documents to support the information given
 - 1) **Certificate of Incorporation/Registration**
 - 2) **Business Permit**
 - 3) **Tax Compliance Certificate**
 - 4) **PIN Certificate**
 - 5) **Form of Tender Dully Filed and Signed**
 - 6) **Confidential Business Questionnaire Duly Filled and Signed**
 - 7) **Audited accounts for Last three (3) years**
 - 8) **Name of at Least 3 Clients Supplied With Similar Goods**
 - 9) **Bid Bond as stated above**

Non submission of any of the mandatory requirement documents leads to automatic disqualification

5. Completed tender documents are to be enclosed in plain sealed envelopes, marked with the tender number, name and be deposited in the tender box provided at **Reception area, Administration Block, ground floor, Main Campus** or be addressed and posted to **Procurement Manager, University of Nairobi, P.o. Box 30197 00100 NAIROBI KENYA** to be received on or before **THURSDAY MAY 19TH 2016 at 10.30am**
6. Tenders will be opened immediately thereafter in the presence of the tenderers Representatives who choose to attend the opening at **Council Committee Room, Administration Block, 3rd Floor.**

MR. J.M.K MOKAYA
PROCUREMENT MANAGER

SECTION II-INSTRUCTIONS TO TENDERERS

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SECTION II -INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation for Tenders is open to all tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.

2.3 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document shall not exceed Kshs.5,000/=
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

2.4 The Tender Document

- 2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderers
 - (i) Invitation to Tender
 - (ii) Instructions to tenderers
 - (iii) General Conditions of Contract
 - (iv) Special Conditions of Contract
 - (v) Schedule of requirements
 - (vi) Technical Specifications
 - (vii) Tender Form and Price Schedules
 - (viii) Tender Security Form
 - (ix) Contract Form
 - (x) Performance Security Form
 - (xi) Bank Guarantee for Advance Payment Form
 - (xii) Manufacturer's Authorization Form
 - (xiii) Confidential Business Questionnaire

2.4.2 The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderers risk and may result in the rejection of its tender.

2.5 **Clarification of Documents**

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.5.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

2.6 **Amendment of Documents**

2.6.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

2.6.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend the deadline for the submission of tenders.

2.7 **Language of Tender**

2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Procuring entity, shall be written in English language, provided that any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.8 **Documents Comprising of Tender**

2.8.1 The tender prepared by the tenderers shall comprise the following components

- (a) a Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- (b) documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- (c) documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- (d) tender security furnished in accordance with paragraph 2.14

2.9 **Tender Forms**

- 2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

2.10 **Tender Prices**

- 2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract
- 2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity.
- 2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22
- 2.10.4 The validity period of the tender shall be 60 days from the date of opening of the tender.

2.11 **Tender Currencies**

- 2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

2.12 **Tenderers Eligibility and Qualifications**

- 2.12.1 Pursuant to paragraph 2.1. the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.
- 2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Procuring entity's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1
- 2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Procuring entity's satisfaction;
- (a) that, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
 - (b) that the tenderer has the financial, technical, and production capability necessary to perform the contract;
 - (c) that, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

- 2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract
- 2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.
- 2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:
- (a) a detailed description of the essential technical and performance characteristic of the goods;
 - (b) a list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the Procuring entity; and
 - (c) a clause-by-clause commentary on the Procuring entity's Technical Specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the Technical Specifications.
- 2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

- 2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.
- 2.14.2 The tender security shall be in the amount of 0.5 – 2 per cent of the tender price.
- 2.14.3 The tender security is required to protect the Procuring entity against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7
- 2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Procuring entity and valid for thirty (30) days beyond the validity of the tender.
- 2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Procuring entity as non responsive, pursuant to paragraph 2.22
- 2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Procuring entity.
- 2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.8 The tender security may be forfeited:

- (a) if a tenderer withdraws its tender during the period of tender validity specified by the procuring entity on the Tender Form; or
- (b) in the case of a successful tenderer, if the tenderer fails:
 - (i) to sign the contract in accordance with paragraph 2.27
or
 - (ii) to furnish performance security in accordance with paragraph 2.28

2.15 **Validity of Tenders**

2.15.1 Tenders shall remain valid for 90 days or as specified in the Invitation to tender after the date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non responsive.

2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 **Format and Signing of Tender**

2.16.1 The Procuring entity shall prepare two copies of the tender, clearly marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.

2.16.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.

2.16.3 The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.17 **Sealing and Marking of Tenders**

2.17.1 The Tenderer shall seal the original and each copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.

2.17.2 The inner and outer envelopes shall:

- (a) be addressed to the Procuring entity at the address given in the Invitation to Tender:
- (b) bear, tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE," **THURSDAY MAY 19TH 2016 at 10.30am**

The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared "late".

2.17.3 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Procuring entity will assume no responsibility for the tender's misplacement or premature opening.

2.18 **Deadline for Submission of Tenders**

7. Tenders must be received by the Procuring entity at the address specified under paragraph 2.17.2 no later than **THURSDAY MAY 19TH 2016 at 10.30am**
- 2.18.1 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity and candidates previously subject to the deadline will therefore be subject to the deadline as exte

2.19 **Modification and Withdrawal of Tenders**

- 2.19.1 The tenderer may modify or withdraw its tender after the tender's submission, provided that written notice of the modification, including substitution or withdrawal of the tenders, is received by the Procuring Entity prior to the deadline prescribed for submission of tenders.
- 2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.
- 2.19.3 No tender may be modified after the deadline for submission of tenders.
- 2.19.4 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the Tender Form. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7
- 2.19.5 The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.19.6 The procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.20 **Opening of Tenders**

8. The Procuring entity will open all tenders in the presence of tenderers' representatives who choose to attend, at **THURSDAY MAY 19TH 2016 at 10.30am** and in the location specified in the Invitation to Tender.

The tenderers' representatives who are present shall sign a register evidencing their attendance.

- 2.20.1 The tenderers' names, tender modifications or withdrawals, tender prices, discounts and the presence or absence of requisite tender security and such other details as the Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.
- 2.20.2 The Procuring entity will prepare minutes of the tender opening.

2.21 **Clarification of Tenders**

- 2.21.1 To assist in the examination, evaluation and comparison of tenders the Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response

shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

- 2.21.2 Any effort by the tenderer to influence the Procuring entity in the Procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 Preliminary Examination

- 2.22.1 The Procuring entity will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.
- 2.22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail
- 2.22.3 The Procuring entity may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.
- 2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.22.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non conformity.

2.23 Conversion to Single Currency

- 2.23.1 Where other currencies are used, the procuring entity will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Tenders

- 2.24.1 The Procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22
- 2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.
- 2.24.3 A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.25 Preference

- 2.25.1 Preference where allowed in the evaluation of tenders shall not exceed 15%

2.26 Contacting the Procuring entity

- 2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.
- 2.26.2 Any effort by a tenderer to influence the Procuring entity in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.27 Award of Contract

(a) Post-qualification

- 2.27.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Procuring entity deems necessary and appropriate.
- 2.27.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

(b) Award Criteria

- 2.27.4 The Procuring entity will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

(c) Procuring entity's Right to Vary quantities

- 2.27.5 The Procuring entity reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

(d) Procuring entity's Right to accept or Reject any or All Tenders

- 2.27.6 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action

2.28 Notification of Award

- 2.28.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderer in writing that its tender has been accepted.
- 2.28.2 The notification of award will constitute the formation of the Contract but will have to wait until the contract is finally signed by both parties

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.29 Signing of Contract

2.29.1 At the same time as the Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

2.29.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Procuring entity.

2.30 Performance Security

2.30.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Procuring entity.

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Procuring entity may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

2.31.1 The Procuring entity requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

(i) "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procuring entity, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Procuring entity of the benefits of free and open competition;

2.31.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

2.31.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Appendix to Instructions to Tenderers

Notes on the Appendix to the Instruction to Tenderers

1. The Appendix to instructions to tenderers is intended to assist the procuring entity in providing specific information in relation to the corresponding clause in the instructions to Tenderers included in Section II and has to be prepared for each specific procurement.
2. The procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, the goods to be procured and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;
 - (b) The information that specifies and complements provisions of Section II to be incorporated
 - (c) Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the goods to be procured to be also incorporated
4. Section II should remain unchanged and can only be amended through the Appendix.
5. Clauses to be included in this part must be consistent with the public procurement law and the regulations.

Appendix to Instructions to Tenderers

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to tenderers

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	<i>Duly registered, certified by KRA for tax compliance and not barred by the Government or any of its regulatory agencies</i>
2.14.1	<i>10,000.00</i>
2.18.1	THURSDAY MAY 19TH 2016 at 10.30am
2.29.1	<i>As in 2.18.1 above</i>
2.29.1	<i>Within Thirty (30)days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security</i>

SECTION III: GENERAL CONDITIONS OF CONTRACT

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SECTION III - GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated:-

- (a) "The Contract" means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) "The Goods" means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) "The Procuring entity" means the organization purchasing the Goods under this Contract.
- (e) "The Tenderer" means the individual or firm supplying the Goods under this Contract.

3.2 Application

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment

3.3 Country of Origin

- 3.3.1 For purposes of this clause, "Origin" means the place where the Goods were mined, grown or produced.
- 3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

3.4 Standards

3.4.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

3.5 Use of Contract Documents and Information

- 3.5.1 The tenderer shall not, without the Procuring entity's prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.
- 3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above
- 3.5.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Procuring entity and shall be returned (all copies) to the Procuring entity on completion of the Tenderer's performance under the Contract if so required by the Procuring entity

3.6 Patent Rights

3.6.1 The tenderer shall indemnify the Procuring entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Procuring entity's country

3.7 **Performance Security**

3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.

3.7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Procuring entity, in the form provided in the tender documents.

3.7.4 The performance security will be discharged by the Procuring entity and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

3.8 **Inspection and Tests**

3.8.1 The Procuring entity or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.

3.8.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination. If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Procuring entity.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Procuring entity.

3.8.4 The Procuring entity's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Procuring entity or its representative prior to the equipment delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

3.9 **Packing**

3.9.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.

3.9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

3.10 Delivery and Documents

3.10.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Procuring entity in its Schedule of Requirements and the Special Conditions of Contract

3.11 Insurance

3.11.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

3.12 Payment

3.12.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract

3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract

3.13 Prices

3.13.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

3.13.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

3.13.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

3.13.4 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.

3.14. Assignment

3.14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Procuring entity's prior written consent

3.15 Subcontracts

3.15.1 The tenderer shall notify the Procuring entity in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

3.16 Termination for default

3.16.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part

- (a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Procuring entity

- (b) if the tenderer fails to perform any other obligation(s) under the Contract
- (c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

3.16.2 In the event the Procuring entity terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Procuring entity for any excess costs for such similar goods.

3.17 Liquidated Damages

3.17.1. If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the procuring entity shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

3.18 Resolution of Disputes

3.18.1 The procuring entity and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

3.18.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

3.19 Language and Law

3.19.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

3.20 Force Majeure

3.20.1 The tenderer shall not be liable for forfeiture of its performance security or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

Notes on Special Conditions of Contract

The clauses in this section are intended to assist the procuring entity in providing contract-specific information in relation to corresponding clauses in the General Conditions of Contract.

The provisions of Section IV complement the General Conditions of Contract included in Section III, specifying contractual requirements linked to the special circumstances of the procuring entity and the goods being procured. In preparing Section IV, the following aspects should be taken into consideration.

- (a) Information that complement provisions of Section III must be incorporated and
- (b) Amendments and/or supplements to provisions of Section III, as necessitated by the circumstances of the goods being procured must also be incorporated.

SECTION IV - SPECIAL CONDITIONS OF CONTRACT

- 4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.
- 42. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.7.1	Within Thirty (30)days of the receipt of notification of award from the Procuring entity, the successful tenderer shall furnish the performance security
3.12.1	<i>Indicate terms of payment</i>
3.18.1	<i>Indicate resolutions of disputes</i>

SECTION V - TECHNICAL SPECIFICATIONS

5.1 General

- 5.1.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply
- 5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
- 5.1.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- 5.1.4 The tenderers are requested to present information along with their offers as follows:
- (i) Shortest possible delivery period of each product
 - (ii) Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

FORM OF TENDER

PROPOSED INTEGRATION OF ICT FACILITIES AT MAIN CAMPUS FOR THE UNIVERSITY OF NAIROBI

The Vice Chancellor,

I/We, the undersigned, am/are willing to contract for and complete the whole of the works in full and in accordance with the Bills of Quantities prepared by Construction and Maintenance Dept., to the Project Manager's entire satisfaction for the sum stated within the time stated below: -

AMOUNT OF TENDER KSHS

.....
.....

TIME OF COMPLETION:

I/We, the undersigned, undertake to complete the Contract works within weeks from the Date of Possession of site.

I/We, agree that this Tender will remain valid for a period of 90 days from date of opening of Tenders.

NAME OF CONTRACTOR:.....

ADDRESS:.....

TELEPHONE NO:

COMPANY STAMP & SIGNATURE.....

DATE.....

FORM OF TENDER SECURITY

(From an approved Commercial Bank)

Vice Chancellor

University of Nairobi

P. O. Box 30197 - 00100

NAIROBI

PROPOSED INTEGRATION OF ICT FACILITIES AT MAIN CAMPUS

HEREAS (hereinafter called "the Tenderer")
has submitted his tender dated for the **PROPOSED INTEGRATION OF ICT FACILITIES AT MAIN
CAMPUS PROJECT** (*name of Contract*)

KNOW ALL PEOPLE by these presents that WE having our registered office at
..... (hereinafter called "the Bank"), are bound unto **The Vice Chancellor,
University of Nairobi, P.O. Box 30197 – 00100, Nairobi** (hereinafter called "the Employer") in the sum 9as
indicated in advert) for which payment will and truly to be made to the said Employer, the Bank binds itself, its
successors and assigns by these presents, sealed with the Common Seal of the said Bank this
Day of 20

THE CONDITIONS of this obligation are:

1. If after tender opening the Tenderer withdraws his tender during the period of tender validity specified in the instructions to tenderers
Or
2. If the Tenderer, having been notified of the acceptance of his tender by the Employer during the period of tender validity:
 - (a) fails or refuses to execute the form of Agreement in accordance with the Instructions to Tenderers, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Tenderers;

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This guarantee will remain in force up to an including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the said date.

[Date]

[Signature of the Bank]

[Witness]

[Seal]

PERFORMANCE BANK GUARANTEE
(10% of contract sum)

**Vice Chancellor
University of Nairobi
P. O. Box 30197 – 00100
NAIROBI**

PROPOSED INTEGRATION OF ICT FACILITIES AT MAIN CAMPUS

Dear Sir,

WHEREAS _____ (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ (hereinafter called "the Works");

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Kshs. _____ (*amount of Guarantee in figures*) Kenya Shillings

_____ (*amount of Guarantee in words*),
and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of Kenya Shillings _____ (*amount of Guarantee in words*) as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change, addition or other modification of the terms of the Contract or of the Works to be performed thereunder or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any change, addition, or modification.

This guarantee shall be valid until the date of issue of the Certificate of Completion.

SIGNATURE AND SEAL OF THE GUARANTOR _____

Name of Bank: _____

Address: _____

Date: _____

BILLS OF QUANTITIES
SUPPLIED AS PART OF THE CONTRACT DOCUMENTS FOR PROPOSED INTEGRATION OF ICT FACILITIES
AT TAIFA HALL, MAIN CAMPUS

THE CONTRACT FOR THE ABOVE MENTIONED WORKS, ENTERED ON..... DAY OF
2016 BY THE UNDERSIGNED PARTIES REFERS TO THESE BILLS OF QUANTITIES WHICH SHALL BE READ
AND CONSTRUED AS PART OF THE SAID CONTRACT.

SIGNED

(EMPLOYER)

DATE

SIGNED

(CONTRACTOR)

DATE

TENDER QUESTIONNAIRE

Please fill in block letters.

1. Full names of tenderer;
.....
2. Full address of tenderer to which tender correspondence is to be sent (unless an agent has been appointed below);
.....
.....
3. Telephone number (s) of tenderer [Give a fixed line and mobile numbers];
.....
4. Telex of tenderer;
.....
5. E-mail address of the tenderer;
6. Name and telephone numbers of tenderer's representative to be contacted on matters of the tender during the tender period;
Name;
Telephone No.
7. Details of tenderer's nominated agent (if any) to receive tender notices. This is essential if the tenderer does not have his registered address in Kenya (name, address, telephone, telex);
.....
.....
.....

Signature of Tenderer

Make copy and deliver to:

**The Vice Chancellor
University of Nairobi
P. O. Box 30197 – 00100
Nairobi**

ITEM	DESCRIPTION	AMOUNT
	<p>PRELIMINARIES</p> <p><u>PARTICULAR PRELIMINARIES</u></p> <p>DEFINITION OF TERMS</p> <p>The following terms, wherever used hereinafter and in all Contract Documents, shall be interpreted as hereunder:-</p> <p>i) The Employer. The term "Employer" shall mean shall mean The University of Nairobi, P.O Box 30197-00100, Nairobi</p> <p>The Employers Representative: The Employers Representative is- the Construction and Maintenance Manager, University of Nairobi, P.O Box 30197-00100, Nairobi.</p> <p>DESCRIPTION OF WORKS AND SCOPE OF CONTRACT</p> <p>The site of the works is at Main Campus Nairobi County. The work to be executed under this Contract comprises of ICT Facilities</p> <p>FORM OF CONTRACT</p> <p>The Contract document used for this project is the STANDARD TENDER DOCUMENT FOR PROCUREMENT OF WORKS (BUILDING AND ASSOCIATED ENGINEERING WORKS) PUBLISHED BY THE PUBLIC PROCUREMENT DIRECTORATE MINISTRY OF FINANCE AND PLANNING (NOV. 2002) OF THE GOVERNMENT OF KENYA.</p> <p>In this contract, the word 'Architect' shall be replaced by 'Project Manager'</p>	

Notes

1. Following is a reproduction of the Government of Kenya Conditions of Contract for Building Works as issued by the Ministry of Finance and Planning (2002). This is for the Contractors full information.
2. Amendments to the Contract Conditions for the purpose of customizing them to the project aforesaid are given in the Appendix to the Conditions and in the Preliminaries Section where the Contractor had liberty to price for any cost implications arising from particular clauses or amendments thereto.
3. This is a "FIXED PRICE" contract. The price and rates as tendered and / or entered into this contract shall hold for the entire period of the contract including any extended time and on all variations to the contract unless changed in accordance with this contract.

CONDITIONS OF CONTRACT

1. Definitions

1.1 In this Contract, except where context otherwise requires, the following terms shall be interpreted as indicated;

"Bill of Quantities" means the priced and completed Bill of Quantities forming part of the tender.

"Compensation Events" are those defined in Clause 24 hereunder.

"The Completion Date" means the date of completion of the Works as certified by the Project Manager, in accordance with Clause 31.

"The Contract" means the agreement entered into between the Employer and the Contractor as recorded in the Agreement Form and signed by the parties including all attachments and appendices thereto and all documents incorporated by reference therein to execute, complete, and maintain the Works,

"The Contractor" refers to the person or corporate body whose tender to carry out the Works has been accepted by the Employer.

"The Contractor's Tender" is the completed tendering document submitted by the Contractor to the Employer.

"The Contract Price" is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

"Days" are calendar days; **"Months"** are calendar months.

"A Defect" is any part of the Works not completed in accordance with the Contract.

"The Defects Liability Certificate" is the certificate issued by Project Manager upon correction of defects by the Contractor.

"The Defects Liability Period" is the period named in the Contract Data and calculated from the Completion Date.

"Drawings" include calculations and other information provided or approved by the Project Manager for the execution of the Contract.

"Dayworks" are Work inputs subject to payment on a time basis for labour and the associated materials and plant.

"Employer", or the **"Procuring entity"** as defined in the Public Procurement Regulations (i.e. Central or Local Government administration, Universities, Public Institutions and Corporations, etc) is the party who employs the Contractor to carry out the Works.

“Equipment” is the Contractor’s machinery and vehicles brought temporarily to the Site for the execution of the Works.

“The Intended Completion Date” is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date may be revised only by the Project Manager by issuing an extension of time or an acceleration order.

“Materials” are all supplies, including consumables, used by the Contractor for incorporation in the Works.

“Plant” is any integral part of the Works that shall have a mechanical, electrical, chemical, or biological function.

“Project Manager” is the person named in the Appendix to Conditions of Contract. The Project Manager may delegate some of his powers to others to supervise the Contract on his behalf after notifying the Contractor. The person(s) or firm(s) having the delegated authority must be competent for supervising the execution of the Works and administering the Contract as delegated and shall be an “Architect” or a “Quantity Surveyor” registered under the Architects and Quantity Surveyors Act Cap 525 or an “Engineer” registered under Engineers Registration Act Cap 530.

“Site” is the area defined as such in the Appendix to Condition of Contract.

“Site Investigation Reports” are those reports that may be included in the tendering documents which are factual and interpretative about the surface and subsurface conditions at the Site.

“Specifications” means the Specifications of the Works included in the Contract and any modification or addition made or approved by the Project Manager.

“Start Date” is the latest date when the Contractor shall commence execution of the Works. It does not necessarily coincide with the Site possession date(s).

“A Subcontractor” is a person or corporate body who has a Contract with the Contractor to carry out a part of the Work in the Contract, which includes Work on the Site.

“Temporary works” are works designed, constructed, installed, and removed by the Contractor which are needed for construction or installation of the Works.

“A Variation” is an instruction given by the Project Manager which varies the Works.

“The Works” are what the Contract requires the Contractor to construct, install, and turnover to the Employer, as defined in the Appendix to Conditions of Contract

2. Interpretation - Clause 2.1-2.3

3. Language and Law

- 3.1 Language of the Contract and the law governing the Contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

4 Project Manager’s Decisions

- 4.1 Except where otherwise specifically stated, the Project Manager will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

5 Delegation

- 5.1 The Project Manager may delegate any of his duties and responsibilities to others after notifying the Contractor.

6 Communications

- 6.1 Communication between parties shall be effective only when in writing. A notice shall be effective only when it is delivered.

7 Subcontracting

- 7.1 The Contractor may subcontract with the approval of the Project Manager, but may not assign the Contract without the approval of the Employer in writing. Subcontracting shall not alter the Contractor’s obligations.

8 Other Contractors

- 8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities etc. as listed in the Appendix to Conditions of Contract and also with the Employer, as per the directions of the Project Manager. The Contractor shall also provide facilities and services for them. The Employer may modify the said List of Other Contractors etc., and shall notify the Contractor of any such modification.

9 Personnel

- 9.1 The Contractor shall employ the key personnel named in the Qualification Information, to carry out the functions stated in the said Information or other personnel approved by the Project Manager. The Project Manager will approve any proposed replacement of key personnel only if their relevant qualifications and abilities are substantially equal to or better than those of the personnel listed in the Qualification Information. If the Project Manager asks the Contractor to remove a person who is a member of the Contractor's staff or work force, stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the Work in the Contract.

10 Works

- 10.1 The Contractor shall construct and install the Works in accordance with the Specifications and Drawings. The Works may commence on the Start Date and shall be carried out in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by the Intended Completion Date.

11 Safety and Temporary Works

- 11.1 The Contractor shall be responsible for the design of temporary works. However before erecting the same, he shall submit his designs including specifications and drawings to the Project Manager and to any other relevant third parties for their approval. No erection of temporary works shall be done until such approvals are obtained.
- 11.2 The Project Manager's approval shall not alter the Contractor's responsibility for design of the Temporary works and all drawings prepared by the Contractor for the execution of the temporary or permanent Works, shall be subject to prior approval by the Project Manager before they can be used.
- 11.3 The Contractor shall be responsible for the safety of all activities on the Site.

12. Discoveries

- 12.1 Anything of historical or other interest or of significant value unexpectedly discovered on Site shall be the property of the Employer. The Contractor shall notify the Project Manager of such discoveries and carry out the Project Manager's instructions for dealing with them.

13. Work Program

- 13.1 Within the time stated in the Appendix to Conditions of Contract, the Contractor shall submit to the Project Manager for approval a program showing the general methods, arrangements, order, and timing for all the activities in the Works. An update of the program shall be a program showing the actual progress achieved on each activity and the effect of the progress achieved on the timing of the remaining Work, including any changes to the sequence of the activities.

The Contractor shall submit to the Project Manager for approval an updated program at intervals no longer than the period stated in the Appendix to Conditions of Contract. If the Contractor does not submit an updated program within this period, the Project Manager may withhold the amount stated in the said Appendix from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue program has been submitted. The Project Manager's approval of the program shall not alter the Contractor's obligations. The Contractor may revise the program and submit it to the Project Manager again at any time. A revised program shall show the effect of Variations and Compensation Events.

14. Possession of Site

14.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Appendix to Conditions of Contract, the Employer will be deemed to have delayed the start of the relevant activities, and this will be a Compensation Event.

15. Access to Site

15.1 The Contractor shall allow the Project Manager and any other person authorized by the Project Manager, access to the Site and to any place where work in connection with the Contract is being carried out or is intended to be carried out.

16. Instructions

16.1 The Contractor shall carry out all instructions of the Project Manager which are in accordance with the Contract.

16.2

17. Extension or Acceleration of Completion Date – Clause 17.1 – 17.2

18. Management Meetings – Clause 18.1

19. Early Warning – Clause 19.1 – 19.2

20. Defects – Clause 20.1 – 20.3

21. Bills Of Quantities – Clause 21.1 – 21.3

22. Variations – Clause 22.1 – 22.7

23. Payment Certificates, Currency of Payments and Advance Payments – Clause 23.1 – 23.7

24. Compensation Events – Clause 24.1 – 24.6

25. Price Adjustment – Clause 25.1 - 25.7

26. Retention – Clause 26.1

27. Liquidated Damages – Clause 27.1 – 27.2

28. Securities

- 28.1 The Performance Security shall be provided to the Employer no later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and by a reputable bank acceptable to the Employer, and denominated in Kenya Shillings. The Performance Security shall be valid until a date 30 days beyond the date of issue of the Certificate of Completion.

29. Dayworks – Clause 29.1 – 29.3

30. Liability and Insurance – Clause 30.1 – 30.6

31. Completion and taking over

- 31.1 Upon deciding that the Works are complete, the Contractor shall issue a written request to the Project Manager to issue a Certificate of Completion of the Works. The Employer shall take over the Site and the Works within seven [7] days of the Project Manager's issuing a Certificate of Completion.

32. Final Account

- 32.1 The Contractor shall issue the Project Manager with a detailed account of the total amount that the Contractor considers payable to him by the Employer under the Contract before the end of the Defects Liability Period. The Project Manager shall issue a Defects Liability Certificate and certify any final payment that is due to the Contractor within 30 days of receiving the Contractor's account if it is correct and complete. If it is not, the Project Manager shall issue within 30 days a schedule that states the scope of the corrections or additions that are necessary.

If the final account is still unsatisfactory after it has been resubmitted, the Project Manager shall decide on the amount payable to the Contractor and issue a Payment Certificate. The Employer shall pay the Contractor the amount due in the Final Certificate within 60 days.

33. Termination – Clause 33.1 – 33.4

34. Payment Upon Termination – Clause 34.1 – 34.4

35. Release from Performance

- 35.1 If the Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Employer or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop Work as quickly as possible after receiving this certificate and shall be paid for all Work carried out before receiving it.

36. Corrupt gifts and payments of commission – Clause 36.0

37. Settlement Of Disputes – Clause 37.1 – 37.9

APPENDIX TO CONDITIONS OF CONTRACT

Name of surety	As entered in form of tender
Amount of surety	10% of Contract sum
Name of Employers surety	Not Applicable
Amount of surety	Not Applicable
Period of submission of programme of works	14days from date of award
Period of possession of site	14days
Contract period (As in Form of Tender)	To be calculated from the contract period entered in form of tender
Date for commencement of works	To be arranged upon signing of contract
Date for Practical completion	.....
Name of Bank for purposes of calculation of interest	To be arranged upon signing of contract
Interval for application of payment certificates	Monthly
Minimum amount of payment certificate	To be arranged upon signing of contract
Percentage of certified value retained	10% (Ten percent)
Limit of retention fund	10% (Ten percent)
Period of release of retention money to contractor	To be arranged upon signing of contract
Period of final measurements and valuation	Six months (6)
Defects liability period	Six months (6)
Damages for delay in completion	At the rate of Ksh. 50,000.00 per Calendar week or part thereof
Signed by the said Employer	Signed by the Contractor
.....

GENERAL PRELIMINARIES

SUFFICIENCY OF TENDER

The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of the Tender for the works and the rates and prices stated in the Priced Bills of Quantities which rates and prices shall cover all their obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the Works.

DEFINITION OF ABBREVIATIONS

Abbreviations used in these Bills of Quantities shall be interpreted as follows;

"B.S."	Shall mean	The current British Standard specification published by the British Standards Institution, 2, Park Street, London, W.L, England
"Kgs."	Shall mean	Kilogrammes
"NO."	Shall mean	lumber
"L.M."	Shall mean	Linear Metre
"S.M."	Shall mean	Square Metre
"C.M."	Shall mean	Cubic Metre
"Ditto"	Shall mean	The whole of the preceding description except as qualified in the section in which it occurs. Where it occurs in brackets it shall mean the whole of the preceding description which is contained within the appropriate brackets.
"m.s."	Shall mean	Measured separately
"b.s.m."	Shall mean	"Both sides measured
"P.C."	Shall mean	Prime Cost
75"mm to 150mm girth	Shall mean	Exceeding 75mm but not exceeding 150mm girth, and all items described in this manner shall be similarly construed
"A small Pipe"	Shall mean	Any pipe not exceeding 50mm and not exceeding 100mm diameter. Internal.
"A Large Pipe"	Shall mean	Any pipe exceeding 50mm and not exceeding 100mm diameter internal.
"An extra pipe"	Shall mean	Any pipe exceeding 1 00mm internal diameter.

ITEM	DESCRIPTION	AMOUNT
	<p>GENERAL PRELIMINARIES</p> <p>ACCESS TO SITE AND TEMPORARY ROADS</p> <p>Means of access to the Site shall be agreed with the Project Manager prior to commencement of the Work and the contractor must allow for building temporary access for the transport of materials, plant and workmen.</p> <p>Upon the completion of the works the Contractor shall remove such temporary accesses and make good and reinstate all works and services disturbed to the satisfaction of the Project Manager.</p> <p>AREA TO BE OCCUPIED BY THE CONTRACTOR</p>	

The area of the site which may be occupied by the Contractor for use as storage and for the purpose of erecting workshops, etc., shall be defined on the site by the Project Manager (PM).

PROGRESS SCHEDULE

Immediately after signing the contract the Contractor is to prepare a Time Progress Chart showing the time and order in which he proposes to carry out the Works within the total construction time stated in the contract. The chart shall show in detail the construction time and order in which each section of the work is to be carried out and be sub-divided into trades or tasks.

Upon the letting of Sub-contractors the Contractor is to incorporate times and details of each separate Sub-contractor's work (which information is to be agreed by the Subcontractor) and the chart will be designed to accommodate this information.

At the end of each week the Contractor is to mark on the chart in a different colour, the actual time to complete the respective stages and sections of the work. The Contractor shall also show upon the chart the anticipated weekly labour strength required (divided into labourers and craftsmen) and shall similarly mark up the actual numbers employed.

The Contractor shall obtain the PMs approval of the chart.

EXISTING SERVICES

Prior to commencement of any work the Contractor is to ascertain from the relevant Authorities the exact position, depth and level of all existing electric cable, water pipes or other service in the area and shall make whatever provisions may be required by the Authorities concerned for the support and protection of such services. Any damage or disturbance caused to any service shall be reported immediately to the Architect and the relevant Authority and shall be made good to their satisfaction at the Contractor's expense.

Carried to Summary

Shs.

GENERAL PRELIMINARIES

TRANSPORT TO AND FROM THE SITE

The Contractor shall include in his prices for the transport of materials, workmen etc., to and from the site of the proposed works, at such hours and by such routes as are permitted by the Authorities.

PUBLIC AND PRIVATE ROADS, PAVEMENTS, ETC

The Contractor will be required to make good at his own expense any damage he may cause to the present road surfaces and pavements during the period of the Works, in particular existing lawns, gardens, paths, storm water channels, hedges, fences, etc., which may be destroyed or damaged during the progress of the works are to be made good by the Contractor to the satisfaction of the Architect.

SECURITY OF WORKS

The Contractor shall be entirely responsible for the security of all the works, stores, materials, plant, personnel, etc., both his own and Sub-contractor's and shall provide all necessary watching, lighting and other precautions as necessary to ensure the security and the protection of the public.

TEMPORARY LIGHTING AND POWER

The Contractor shall, if so required, arrange with the Power and Lighting Authority for a metered

supply to the Site and shall pay all the charges for the same and for current consumed during the period of the Works.

WATER FOR THE WORKS

The Contractor shall provide at his own cost all the water for use in the works including that used by Nominated Sub-contractors. He shall arrange with Local Authorities for a metered supply and shall pay all charges for the same and for water used during the period of the Works and shall also provide temporary piping and storage tanks as necessary and clear away on completion

TELEPHONE

The Contractor shall arrange for, provide and maintain a telephone connection to the site from the commencement to the completion of the Contract and shall pay all charges in connection therewith including local calls made by the Consultants.

TELEPHONE BUILDINGS

The Contractor shall provide for storage accommodation for all goods and materials liable to suffer damage from exposure to sunlight or inclement weather.

The Contractor shall provide offices, mess rooms and all other buildings required by the Contractor for his own use and the use of Nominated Sub-contractor as required by the items of attendance.

The Contractor shall provide a properly ventilated lockable office for the Consultants having a minimum floor area of 14 square metres with a concrete or timber floor and glazed windows and equipped with a 1600mm x 760mm desk with lockable drawers and ten chairs. Provision shall be made for artificial lighting and cleaning facilities for the duration of the works. Upon completion the offices are to be removed and cleared away.

Carried to Summary Shs.

GENERAL PRELIMINARIES

SANITATION OF THE WORKS

The sanitation of the Works shall be provided, maintained and removed on completion by the Contractor to the satisfaction of the Architect and Local Authorities.

The latrines shall be enclosed with framing and corrugated sheet steel roofs, sides and partitions with concrete floors steel trowelled smooth to falls to facilitate washing. Their location shall be agreed with the Architect and the Works shall not be commenced before the sanitary accommodation has been approved by the above mentioned Authorities, The Contractor may pay additional charges on this connection.

The Contractor will be required to pay all conservancy charges and shall ensure clean daily maintenance and disinfecting of the latrines, and not less than once per week, the whole area shall be sprayed with disinfectant and insecticide and on completion of the Works, the latrines and any temporary drains shall be removed and all works and surfaces disturbed made good and the whole area disinfected and left clean and free from pollution to the satisfaction of the Architect and Local Authorities.

SIGN BOARD

The Contractor shall provide and erect where directed and maintain during the whole period

of building operations and remove at completion, one approved temporary sign board to the Architect's standard design and giving a brief description of the Works and showing the names of the Employer, Project Manager and Contractor with sufficient space to append the names of Nominated Sub-contractors and Suppliers when known.

MATERIALS, TOOLS, PLANT & SCAFFOLDING

All materials and workmanship used in the execution of the Works shall be of the best quality and description unless otherwise described. Any materials for the Works condemned by the Architect shall immediately be removed from the Site at the Contractor's expense. The Contractor shall be responsible for the provision of all , scaffolding, tools, plant, transport and workmen required for the works except insofar as may be stated otherwise herein and shall allow for the provision of the foregoing except for such items specifically and only required for the use of Nominated Sub-contractors as described herein.

No timber used for scaffolding, form work or similar purpose shall be used afterwards in the permanent work.

All such plant, tools and scaffolding shall comply with all regulations whether general or local in force throughout the period of the Contract and shall be altered or adapted during the Contract as may be necessary to comply with amendments in or additions to such regulations.

Carried to Summary

Shs.

GENERAL PRELIMINARIES

SUPERVISION

The said works shall be executed under the direction and to the entire satisfaction of the Architect, who shall at all times have access to the works and to the yards and workshops of the Contractor or other places where work is being prepared for the building.

No work shall be carried out at night or on gazetted holidays unless authorised.

INTERRUPTION OF WORK

The Contractor is to allow herein for all costs incurred by the interruption of work owing to public parades, processions and the like.

OVERTIME

The Contractor shall be responsible for any extra costs for overtime working he considers will be necessary in order to complete the work within the Contract period or time for completion apart from overtime working which may be authorised by the Architect.

If overtime is worked in accordance with a written instruction issued by the Architect, the Contractor will be reimbursed in respect of such overtime to the extent only of the additional Net Cost of unproductive time payable over and above the basic hourly rates as laid down by the Regulation of wages and conditions of Employment Act. Building and Construction Industry wages Council and excluding any bonuses, profits and overheads.

LABOUR

No labour, with the exception of watchmen, may be housed on the Site and the Contractor shall allow for all transport and other charges in moving labour to and from site at such hours and by such routes as are permitted by the authorities. The contractor shall provide, erect and maintain satisfactory housing for the watchmen and shall remove the same on completion of the works.

Unless the Architect otherwise agrees the Contractor is to recruit locally all his unskilled labour and as much as possible of his skilled labour,

EXISTING PROPERTY

The Contractor shall take every precaution to avoid damage to all existing property including roads, footpaths, vehicles, cables, drains and other services installed underground or overhead and shall allow for making good damage to such roads, footpaths, etc., caused by or attributable in any way to the execution of the Works including the transport of plant, materials or other things required for the Works, by either the contractor or any sub-contractor employed under the Contract and shall take out adequate insurance and indemnify the Employer against loss, liability, claim or proceedings in respect of any act or omission directly or indirectly contributing to or giving rise to any such damage as aforesaid including damage to persons or property.

Carried to Summary

Shs.

GENERAL PRELIMINARIES

PROTECTION OF WORK

The Contractor shall allow for and provide and / or maintain during the execution of the Works all shoring, strutting, needling and other supports and shall take all other precautions and adopt such expedients as may be necessary to preserve the stability of all buildings, structures, fences, walls and property, roads, and footpaths, sewers, drains, gullies and other services (including those of adjoining owners) that may in any way be affected by the work to be executed under the Contract immediately he has taken possession of the Site and until completion of Works. The Contractor shall hold the Employer completely indemnified against all or any claims from damage or losses accruing and for any settlement resulting from such shoring and strutting or lack thereof and the striking and removal of the same. Any damage and / or settlement that may be caused arising out of or directly indirectly consequent upon the aforesaid protective measures or the lack thereof or the carrying out of the Works is to be made good by the Contractor at his own expense to the satisfaction of the Architect and all other parties concerned.

The Contractor shall cover up and protect all finished work liable to damage including provision of temporary roof, gutters, drains, etc., until the completion of the works. The entire responsibility in respect of all matters mentioned or referred to in this clause shall rest with the Contractor notwithstanding any approval given by the Architect to, or concurrence, in, the action taken or proposed to be taken by the Contractor, in pursuance of his obligations.

REVENTION OF NUISANCE

The works and such sections of the Site necessary therefore, shall be under the entire care and control of the Contractor during the whole period of the Contract and he shall take all possible precautions to prevent any nuisance, inconvenience or injury to the holder or occupiers of existing or surrounding properties and to the general public, and shall at all times keep all paths and roads affected by the Works in a safe and clear state, and shall use proper precautions to ensure the safety of all wheeled traffic and pedestrians.

VISITORS TO SITE

The contractor is required to control all visitors to the Site and keep out unauthorised visitors and to provide a visitors book and ensure that all authorised visitors sign therein.

Carried to Summary

Shs.

GENERAL PRELIMINARIES

PRIME COST (P.C.) ITEMS

- (i) The words "Prime Cost" (or the initials P.C.¹ wherever appearing in the Contract Documents shall mean net cost exclusive of the any trade, cash or other discount whatsoever but inclusive of the cost of packing, carriage and delivery. Such cost shall be the sums due to the Sub-contractor or Supplier adjustment where applicable in respect of measurements or rates.
- (ii) Any increase or decreases on these Prime Cost sums resulting from the adjustments and properly paid by the Contractor shall be added to or deducted from the Contract sum in the final account. In substantiation the contractor will be required to produce to the Quantity Surveyor all quotations, invoices and receipted accounts as shall be necessary to show the details of the sums actually paid.
- (iii) Any sum added by the Contractor in these Bills of Quantities in respect of profit upon any Prime Cost will be deducted at the final settlement of accounts and a sum will be added the amount of which will bear same proportion to the sum added as the nett amount properly expended bears to the original P.C. Sum.

SAMPLES

The Contractor shall furnish at the earliest possible opportunity before work commences and at his own cost, any samples of materials or workmanship that may be called for by the Architect for his approval or rejection and any further samples in the case of rejection until such samples are approved by the Architect and such samples when approved shall be the minimum standard for the work to which they apply.

REMOVAL OF PLANT, RUBBISH, ETC.

The Contractor shall, upon completion of the Works, remove and clear away all temporary buildings, plant, rubbish and unused material, and shall leave the whole of the Site of the works in a clean and tidy state to the satisfaction of the Architect/PM. He shall also remove all rubbish and dirt from the Site at weekly intervals or as directed by the Architect/PM.

Particular care shall be taken in leaving windows clean and the removal of all paint and cement stains there from.

FAIR WAGES

The Contractor shall pay rates of wages and observe hours and conditions of labour not less favourable than the minimum rates of remuneration and minimum conditions of employment applicable in (he district in which the work is carried out. The relevant notice must be posted up the employees concerned.

Carried to Summary

Shs

GENERAL PRELIMINARIES

The Contractor is to comply with the Regulation of Wages and Conditions of employment Act, Building and Construction Industry wages Council and is to be responsible for compliance by Sub-con tractors employed in the execution of the Contract. If required he is to notify the Architect of the names and addresses of all such Sub-contractors. Any Contractor or Sub-contractor not so complying will not be permitted to tender for other work for such period as the Architect may determine. Should a claim be made to the architect alleging the Contractor's default in payment of Fair Wages of any workmen employed on the Contract and if proof thereof satisfactory to the Architect is furnished by the Labour Department the Architect may, failing payment by the Contractor, pay the Claim out of any monies due or which may become due fo the contractor under this Contract.

The Contractor to furnish to the Architect if called upon to do so such particulars of the rates of wages, hours and conditions of labour referred above as the Architects may direct

	<p>The Contractor will be required to pay all conservancy charges and shall ensure clean daily maintenance and disinfecting of the latrines, and not less than once per week, the whole area shall be sprayed with disinfectant and insecticide and on completion of the Works, the latrines and any temporary drains shall be removed and all works and surfaces disturbed made good and the whole area disinfecting and left clean and free from pollution to the satisfaction of the Architect and Local Authorities.</p> <p>Carried to Summary Shs.</p> <p>GENERAL CONDITIONS & PRELIMINARIES</p>	
ITEM	DESCRIPTION	AMOUNT
	<p>Section No.I (cont'd)</p> <p>SIGN BOARD The Contractor shall provide and erect where directed and maintain during the whole period of building operations and remove at completion, one approved temporary sign board to the Project Manger's standard design and giving a brief description of the Works and showing the names of the Employer, consultants and Contractor.</p> <p>MATERIALS, TOOLS, PLANT & SCAFFOLDING All materials and workmanship used in the execution of the Works shall be of the best quality and description unless otherwise described. Any materials for the Works condemned by the Architect shall immediately be removed from the Site at the Contractor's expense. The Contractor shall be responsible for the provision of all , scaffolding, tools, plant, transport and workmen required for the works except insofar as may be stated otherwise herein and shall allow for the provision of the foregoing except for such items specifically and only required for the use of Nominated Sub-con tractors as described herein. No timber used for scaffolding, form work or similar purpose shall be used afterwards in the permanent work.</p> <p>All such plant, tools and scaffolding shall comply with all regulations whether general or local in force throughout the period of the Contract ad shall be altered or adapted during the Contract as may be necessary to comply with amendments in or additions to such regulations.</p> <p>SUPERVISION The said works shall be executed under the direction and to the entire satisfaction of the Project Manger, who shall at all times have access to the works and to the yards and workshops of the Contractor or other places where work is being prepared for the building. No work shall be carried out at night or on gazetted holidays unless authorised.</p> <p>INTERRUPTION OF WORK The Contractor is to allow herein for all costs incurred by the interruption of work owing to public parades, processions and the like.</p> <p>Carried to Summary Shs.</p>	

	GENERAL CONDITIONS & PRELIMINARIES	
ITEM	DESCRIPTION	AMOUNT
	<p>Section No.I (cont'd)</p> <p>OVERTIME The Contractor shall be responsible for any extra costs for overtime working he considers will be necessary in order to complete the work within the Contract period or time for completion apart from overtime working which may be authorised by the Architect.</p> <p>If overtime is worked in accordance with a written instruction issued by the Architect, the Contractor will be reimbursed in respect of such overtime to the extent only of the additional Nett Cost of unproductive time payable over and above the basic hourly rates as laid down by the Regulation of wages and conditions of Employment Act. Building and Construction Industry wages Council and excluding any bonuses, profits and overheads.</p> <p>LABOUR No labour, with the exception of watchmen, may be housed on the Site and the Contractor shall allow for all transport and other charges in moving labour to and from site at such hours and by such routes as are permitted by the authorities. The contractor shall provide, erect and maintain satisfactory housing for the watchmen and shall remove the same on completion of the works. Unless the Architect otherwise agrees the Contractor is to recruit locally all his unskilled labour and as much as possible of his skilled labour,</p> <p>EXISTING PROPERTY The Contractor shall take every precaution to avoid damage to all existing property including roads, footpaths, vehicles, cables, drains and other services installed underground or overhead and shall allow for making good damage to such roads, footpaths, etc., caused by or attributable in any way to the execution of the Works including the transport of plant, materials or other things required for the Works, by either the contractor or any sub-contractor employed under the Contract and shall take out adequate insurance and indemnify the Employer against loss, liability, claim or proceedings in respect of any act or omission directly or indirectly contributing to or giving rise to any such damage as aforesaid including damage to persons or property</p> <p style="text-align: center;">Carried to Summary Shs.</p> <p>GENERAL CONDITIONS & PRELIMINARIES</p>	
ITEM	DESCRIPTION	AMOUNT

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ITEM	DESCRIPTION	AMOUNT
	<p>Section No.I (cont'd)</p> <p>REMOVAL OF PLANT, RUBBISH, ETC. The Contractor shall, upon completion of the Works, remove and clear away all temporary buildings, plant, rubbish and unused material, and shall leave the whole of the Site of the works in a clean and tidy state to the satisfaction of the Architect. He shall also remove all rubbish and dirt from the Site at weekly intervals or as directed by the Architect. Particular care shall be taken in leaving windows clean and the removal of all paint and cement stains therefrom.</p> <p>TERMINATION BY EMPLOYER In the event of the Contractor being terminated in accordance with the provisions of the Conditions of Contract then, in additions to the rights and duties set thereof the Conditions of Contract, the Employer shall have the right to complete the works departmentally in which case the amount of expenses properly incurred by the Employer as per the conditions of Contract shall include an allowance to cover the cost of supervision, interest and depreciation on plant and all other usual charges and profits as would have been incurred had the work been carried out by another Contractor. The contractor shall not be relieved any of his obligations and liabilities according to these conditions.</p> <p>FAIR WAGES The Contractor shall pay rates of wages and observe hours and conditions of labour not less favourable than the minimum rates of remuneration and minimum conditions of employment applicable in (he district in which the work is carried out. The relevant notice must be posted up the employees concerned.</p> <p>The Contractor is to comply with the Regulation of Wages and Conditions of employment Act, Building and Construction Industry wages Council and is to be responsible for compliance by Sub-con tractors employed in the execution of the Contract. If required he is to notify the Architect of the names and addresses of all such Sub-contractors. Any Contractor or Sub-contractor not so complying will not be permitted to tender for other work for such period as the Architect may determine. Should a claim be made to the architect alleging the Contractor's default in payment of Fair Wages of any workmen employed on the Contract and if proof thereof satisfactory to the Architect is furnished by the Labour Department the Architect may, failing payment by the Contractor, pay the Claim out of any monies due or which may become due fo the contractor under this Contract.</p> <p>The Contractor to furnish to the Architect if called upon to do so such particulars of the rates of wages, hours and conditions of labour referred above as the Architects may direct</p> <p>Carried to Summary Shs.</p>	

	GENERAL CONDITIONS & PRELIMINARIES	
ITEM	DESCRIPTION	AMOUNT
	<p>HOARDING The Contractor shall erect slanting hoarding at the top floor to avoid materials from falling down. The hoarding shall be all round the site constructed with galvanised corrugated sheeting on timber rails as directed by the Project Manager. It shall be a minimum of 3 metres high painted on one side to approval. After completion of the works the contractor shall dismantle, remove from site and make good all disturbed surfaces.</p> <p>CONCRETE TESTS Note: The contractor must allow in his rates all costs in connection with making of the cubes, curing, transport, crushing by local Authority and obtaining the Test Certificate.</p> <p>TRAINING LEVY The Contractor's attention is drawn to legal Notice No. 237 of October, 1971, which requires payments by the Contractor of a Training Levy on all Contracts of more than Shs. 50,000.00 in value and the Contractor should allow in the Preliminaries of this Contract for all costs arising or resulting there from.</p> <p>V.A.T. All the prices should be inclusive of value added tax, as per the relevant government requirement for the purposes of this contract.</p> <p>COPYRIGHT The copyright of these documents is vested in the Project Manager and they may not be reproduced in whole or in part without the Project Manager's written permission</p> <p>INDUSTRIAL TRAINING LEVY All prices should be inclusive of industrial Training levy as per the relevant government requirements for the purposes of this contract</p> <p>Carried to Summary Shs.</p>	

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BILL OF QUANTITIES FOR TAIFA HALL ICT FACILITIES

S/NO.	Details	Qty	Unit Price	Total (Kshs)
1	LED panels - 3m*2m complete with mounting bracket	3		
2	8 by 8 port digital matrix	1		
3	HD Base T to HDMI converters	8		
4	Multimedia digital Lectern (Fully digital)	1		
5	42U network cabinet	1		
6	3KVA UPS	1		
7	Pulling 4 core MM fiber complete with all Accessories	Lot		
8	24 port gigabit switch and Patch panel complete with 4 fiber and all required accessories	Lot		
9	Access points complete with trunking and mounting brackets	3		
10	5 network points complete with all accessories	Lots		
11	Trunking, piping and civil works	Lots		
12	Allow a contingency sum of Ksh 700,000.00	sum		700,000.00
			Total Cost	

NB. Bidders are advised to visit the site.

SECTION VI - SCHEDULE OF REQUIREMENTS

Number	Description	Quantity	Delivery schedule (shipment)	In
			Weeks/months from _____	

SECTION VII - PRICE SCHEDULE FOR GOODS

Name of tenderer _____ Tender Number _____ Page _____ of _____

1	2	3	4	5	6	7
Item	Description	Country of origin	Quantity	Unit price	Total Price EXW per item (cols. 4x5)	Unit price of other incidental services payable

Signature of tenderer _____

Supplier's Declaration:

I.....of P.O Boxdeclare that;

1. I will not engage in any corrupt or fraudulent practice
2. Neither our company nor our subcontractors have been debarred from participating in Public Procurement Proceedings

SECTION VIII - STANDARD FORMS

Notes on the sample Forms

1. Form of Tender - The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.
3. Tender Security Form - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
4. Contract Form - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
5. Performance Security Form - The performance security form should not be completed by the tenderers at the time of tender preparation. Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
6. Bank Guarantee for Advance Payment Form - When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.
7. Manufacturers Authorization Form - When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

8.1 **FORM OF TENDER**

Date _____
Tender No. _____

To: _____

[name and address of procuring entity]

Gentlemen and/or Ladies:

1. Having examined the tender documents including Addenda Nos. *[insert numbers]* the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (..... *(insert equipment description)* in conformity with the said tender documents for the sum of *(total tender amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____ percent of the Contract Price for the due performance of the Contract , in the form prescribed by *(Procuring entity)*.

4. We agree to abide by this Tender for a period of *[number]* days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 **CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM**

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied to your type of business

You are advised that it is a serious offence to give false information on this form

<i>Part 1 – General:</i>	
Business Name	
Location of business premises.	
Plot No.....	Street/Road
Postal Address	Tel No. Fax E mail
Nature of Business	
Registration Certificate No.	
Maximum value of business which you can handle at any one time – Kshs.	
Name of your bankers Branch	

Part 2 (a) – Sole Proprietor	
Your name in full	
Age	
Nationality Country of origin	
<ul style="list-style-type: none"> • Citizenship details • 	
Part 2 (b) Partnership	
Given details of partners as follows:	
Name	Nationality Citizenship Details Shares
1. ....	.....
2. ....	.....
3. ....	.....
4. ....	.....
Part 2 (c) – Registered Company	
Private or Public	
State the nominal and issued capital of company-	
Nominal Kshs.	
Issued Kshs.	
Given details of all directors as follows	
Name	Nationality Citizenship Details Shares
1.....	.....
2.....	.....
3.....	.....
4.....	.....
5.....	.....
Date	Signature of Candidate

- If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

8.3 TENDER SECURITY FORM

Whereas [name of the tenderer]
(hereinafter called "the tenderer") has submitted its tender dated [date of submission of
tender] for the supply, installation and commissioning of[name and/or description of the
equipment] (hereinafter called "the Tender") KNOW ALL PEOPLE by these
presents that WE of having our registered office at
(hereinafter called "the Bank"), are bound unto [name of Procuring entity] (hereinafter called "the
Procuring entity") in the sum of for which payment well and truly to be made to the
said Procuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed
with the Common Seal of the said Bank this _____ day of _____ 20 _____

THE CONDITIONS of this obligation are:-

- 1. If the tenderer withdraws its Tender during the period of tender validity specified by the
tenderer on the Tender Form; or
2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity
during the period of tender validity:
(a) fails or refuses to execute the Contract Form, if required; or
(b) fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written
demand, without the Procuring entity having to substantiate its demand, provided that in its demand the
Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or
both of the two conditions, specifying the occurred condition or conditions.

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender
validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank]_____
(Amend accordingly if provided by Insurance Company)

8.4 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20 _____ between [*name of Procurement entity*] of [*country of Procurement entity*] (hereinafter called "the Procuring entity) of the one part and [*name of tenderer*] of [*city and country of tenderer*] (hereinafter called "the tenderer") of the other part;

WHEREAS the Procuring entity invited tenders for certain goods] and has accepted a tender by the tenderer for the supply of those goods in the sum of [*contract price in words and figures*] (hereinafter called "the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:

- 2. The following documents shall be deemed to form and be read and construed as part of this Agreement viz:
 - (a) the Tender Form and the Price Schedule submitted by the tenderer
 - (b) the Schedule of Requirements
 - (c) the Technical Specifications
 - (d) the General Conditions of Contract
 - (e) the Special Conditions of contract; and
 - (f) the Procuring entity's Notification of Award

3. In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract

4. The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Procuring entity

Signed, sealed, delivered by _____ the _____ (for the tenderer in the presence of _____

(Amend accordingly if provided by Insurance Company)

8.5 **PERFORMANCE SECURITY FORM**

To
[name of Procuring entity]

WHEREAS [name of tenderer] (hereinafter called "the tenderer") has undertaken , in pursuance of Contract No. _____ [reference number of the contract] dated _____ 20 _____ to supply [description of goods] (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer's performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of [amount of the guarantee in words and figure] and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [amount of guarantee] as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20 _____

Signed and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.6 **BANK GUARANTEE FOR ADVANCE PAYMENT FORM**

To _____
[name of Procuring entity]

[name of tender]

Gentlemen and/or Ladies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, [name and address of tenderer](hereinafter called "the tenderer") shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of [amount of guarantee in figures and words].

We, the [bank or financial institutions], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding [amount of guarantee in figures and words]

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until [date].

Yours truly,

Signature and seal of the Guarantors

[name of bank or financial institution]

[address]

[date]

8.7 MANUFACTURER'S AUTHORIZATION FORM

To *[name of the Procuring entity]*

WHEREAS*[name of the manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]* do hereby authorize *[name and address of Agent]* to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. *[reference of the Tender]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

[signature for and on behalf of manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent.

8.8 LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To: _____

RE: Tender No. _____

Tender Name _____

This is to notify that the contract/s stated below under the above mentioned tender have been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS) _____

SIGNED FOR ACCOUNTING OFFICER

9. EVALUATION CRITERIA

The University of Nairobi will consider five major categories of criteria for evaluating tenders and tenderers:

SUMMARY OF EVALUATION	REMARKS / SCORE
Mandatory criteria	Must be fully met
Capability assessment	
Technical Capability	
Financial Capability	
Operational assessment by site visit	
TOTAL SCORE	

A: MANDATORY REQUIREMENTS

The tenderer must provide the following information and provide copies of documents to support the information given.

Criterion	Particulars Provided	Scores
Sealed original and copy of the tender in separate envelopes duly marked on the envelopes as 'original' and 'copy' The envelopes then shall be sealed in an outer envelope		
Certificate of Incorporation/Registration		
Business Permit		
Tax Compliance Certificate		
Audited accounts for Last three (3) years		
Form of Tender Duly Filled and Signed		
Confidential Business Questionnaire Duly Filled and Signed		
PIN Certificate		
Name of at Least 3 Clients Supplied With Similar Goods		
Bid Bond as stated above		

C: CAPABILITY ASSESMENT

Criterion	Particulars Provided	Scores
Years In Business		
Samples/Catalogues provided		
Conformity to Technical Specifications <ul style="list-style-type: none">▪ Same▪ Alternative		
Relevant Experience With Other Public Organizations <ul style="list-style-type: none">▪ Universities▪ Others		
Maximum Value Of Business Indicated		
Delivery /Implementation Schedule provided		
Rating by two clients served in the last one year.		
Nature of businesses related to the tender applied for		
Maximum score		

D: TECHNICAL CAPABILITY.

Competence and expertise of key professional staff

E: FINANCIAL CAPABILITY

As deduced from the audited accounts

F: OPERATIONAL ASSESMENT BY SITE VISIT

Criterion	Observations Made	Scores
Confirmation of Business Name & Physical Address		
Confirmation Of Originals Of Attached Documents		
Composition Of Staff <ul style="list-style-type: none"> ▪ Management ▪ Technical ▪ Supervisory ▪ Support 		
Name And Qualification Of Key Management & Technical Staff		
Nature Of Operations(relevant) indicated		
Size Of Business <ul style="list-style-type: none"> ▪ Large ▪ Medium ▪ Small 		
Customer Service Centre/After Sales Service		
Major Principals Represented		
Premises <ul style="list-style-type: none"> ▪ Owned ▪ Leased 		
TOTAL		

TECHNICAL EVALUATION COMMITTEE'S RECOMMENDATIONS

The evaluation of the tender and tenderer by Technical Evaluation Committee will be summarized as follows:

Major Area Of Concern	Indicators From The Evaluation Exercise	Aggregated Scores
Responsiveness of Tender To University/Public Procurement Act Requirements		
Responsiveness of Tender To University's Technical Specifications		
Physical And Administrative Organization of Tenderer		
Technical Ability of Tenderer To Meet The Specific Performance Targets Of The Tender		
Financial Ability of Tenderer To Meet The Production, Delivery And Payment Terms Of The Tender		
TEC Decisions	Recommended or Not Recommended	